CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

Page 1 of 3 Contract ID

Vendor ID 0000001920 Swish Kenco Ltd PO Box 304 Barre VT 05641 USA

0000000000000000000010625 Origin **Contract Dates** 10/19/2006 to 10/31/2009 CPŠ Description: Contract Maximum CPS-HOST CARPET CLEANER SYSTEM \$999,999.00

Buyer Name Buyer Phone Contract Status 828-2217 Sellears,Stuart Approved

| | Phone | e #: 802-479-1002 | | | | |
|--------|--------------------------------|---|--------------|-------------------|--------------|------------|
| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
| 1 | 9671 | HOST SPONGES CLEANER: LOW MOISTURE TECHNOLOGY FOR USE WITH HOST DRY EXTRACTION CARPET CLEANING SYSTEM. HOST EXTRA # 3230H. 30 LB. BUCKET \$45.70 EA | EA | 49.95000 | 0.00 | 0.00 |
| # | #412HFF -12 lb. | fragrance free sponges, \$29.00 each. | | | | |
| 2 | 9672 | HOST SPOT REMOVER: LIQUID, FOR USE WITH HOST DRY EXTRACTION CARPET CLEANING SYSTEM. OIL AND WATER BASED STAINS. HOST SPOT REMOVER # \$12L. 12 QTS./CS. | CS | 109.80000 | 0.00 | 0.00 |
| 3 | 9669 | HOST DRY EXTRACTION CARPET CLEANING SYSTEM: LIBERATOR MODEL EVM. TOTAL CARPET CARE. USE FOR POWER VACUUMING, CARPET CLEANING USING HOST SPONGES CLEANER AND SPOT CLEANING. | EA | 3,024.50000 | 0.00 | 0.00 |
| | | HREE (3) YEARS ON ROTATIONALLY MOLDED POD, FILTER H PENDABLE PARTS SUBJECT TO NORMAL WEAR. | OUSING AND C | OVER; ONE (1) YEA | AR ON ALL OT | HER PART |
| 4 | 9676 | HOST DRY EXTRACTION CARPET CLEANING SYSTEM: FREESTYLE MODEL E8. INCLUDES ONE SET OF TWO BRUSHES. | EA | 2,510.00000 | 0.00 | 0.00 |
| | | HREE (3) YEARS ON ROTATIONALLY MOLDED POD, FILTER H PENDABLE PARTS SUBJECT TO NORMAL WEAR. | OUSING AND C | OVER; ONE (1) YEA | AR ON ALL OT | HER PART |
| 5 | 9677 | HOST DRY EXTRACTION CARPET CLEANING SYSTEM: RELIANT MODEL T5. INCLUDES ONE SET OF TWO BRUSHES. | EA | 1,695.00000 | 0.00 | 0.00 |
| ١ | WARRANTY: TV | VO (2) YEARS EXCLUDING EXPENDABLE PARTS SUBJECT TO | NORMAL WEA | AR. | | |
| 6 | 9670 | HOST DRY EXTRACTION CARPET CLEANING SYSTEM: APPLICATOR, MODEL HA3. FAST AND EASY DISPENSING OF HOST SPONGES CLEANER. LONG HANDLE WITH ROLLER (CONTAINING SPONGES CLEANER). | EA | 292.30000 | 0.00 | 0.00 |
| 7 | 9674 | REPLACEMENT AIR FILTERS FOR HOST DRY EXTRACTION CARPET CLEANING SYSTEMS: | EA | 0.01000 | 0.00 | 0.00 |
| L F | LIBERATOR 3-P FREESTYLE 3-F | LABLE FOR LIBERATOR AND FREESTYLE. PIECE FINE PARTICULATE FILTER PACK, WASHABLE #M5033 PIECE FINE PARTICULATE FILTER PACK, WASHABLE #M3047 LE: HEPA-TYPE MEDIA FILTERS. | | | | |
| 8 | 9675 | REPLACEMENT BRUSHES FOR HOST DRY EXTRACTION CARPET CLEANING SYSTEMS: TWO (2) PER SET. VARIOUS AVAILABLE. ZEBRA BRUSHES ARE STANDARD WITH EQUIPMENT PURCHASE. ZEBRA LIBERATOR #M50223 - \$198.75. ZEBRA FREESTYLE #M1021 - \$185.20. | ST | 0.01000 | 1.00 | 0.00 |

CONTRACT TERMS AND ADDITIONAL INFORMATION

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| Contract Dates | | Origi | n | | |
| 10/19/2006 to 10 |)/31/2009 | CPS | | | |
| Description: | | Cont | ract Maxir | nun | 1 |
| CPS-HOST CARE | PET CLEANER SYS | TEM | \$999,999 | 9.00 | |
| Buyer Name | Buyer Phone | Cont | ract Statu | s | |
| Sellears.Stuart | 828-2217 | Appro | oved | | |

Phone #: 802-479-1002

| | | | Unit | Max | Max | |
|---|-----------|-----|-------|-----|-----|--|
| Line # Item ID | Item Desc | UOM | Price | Qty | Amt | |
| LIGHT DRY CARRET OF FAMER IS CERTIFER BY ORFEN CEAL (OC 27) | | | | | | |

HOST DRY CARPET CLEANER IS CERTIFED BY GREEN SEAL (GS-37).

HOST DRY CARPET CLEANER AND HOST SPOT REMOVER PASS STATE OF VERMONT ESOH CRITICAL CRITERIA FOR CUSTODIAL CLEANING PRODUCTS.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO-YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR ADDITIONAL TERMS.

CHANGE #1: 09/10/07-ADD FRAGRANCE-FREE SPONGES TO ITEM 1. CONTRACTOR NAME CHANGED BY FINANCE FOR THIS VENDOR NUMBER (MERGER OF SWISH & KENCO) .

TECHNICAL SUPPORT/TRAINING: CONTRACTOR WILL SCHEDULE TRAINING FOLLOWING DELIVERY/SET-UP OF NEW SYSTEM AND AT NO ADDITIONAL CHARGE. CONTRACTOR WILL PROVIDE ONGOING TECHNICAL SUPPORT.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 06/02/2006 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

Customer Satisfaction Survey: To help us understand how we can better serve you, we are interested in receiving your comments regarding the quality of service you received in you most recent interaction with the Department of Buildings & General Services (BGS). Please complete the on-line Customer Comment Form at http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

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| 000000000000000000000000000000000000000 | 0000010625 | | 3 of 3 | |
| Contract Dates | | Origi | n | |
| 10/19/2006 to 10/3 | 31/2009 | CPS | | |
| Description: | | Cont | ract Maximum | |
| CPS-HOST CARPE | ET CLEANER SYS | STEM | \$999,999.00 | |
| Buyer Name | Buyer Phone | Cont | ract Status | |
| Sellears.Stuart | 828-2217 | Appro | oved | |

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| | | | | Unit | Max | Max |
|---|---------|-----------|-----|-------|-----|-----|
| Line # | Item ID | Item Desc | UOM | Price | Qty | Amt |
| AMENDMENT #2 (OCTOBER 2008): CONTRACT IS EXTENDED FOR ONE-YEAR TO 10/31/2009. | | | | | | |
| ITEM# 1 IS INCREASED FROM \$45.70 TO \$53.06. | | | | | | |
| ITEM# 2 IS INCREASED FROM \$99.30 TO \$111.84 | | | | | | |
| ITEM# 3 IS INCREASED FROM \$2.874.06 TO \$3.024.50 | | | | | | |

ITEM# 3 IS INCREASED FROM \$2,874.96 TO \$3,024.50 ITEM# 4 IS INCREASED FROM \$2,338.78 TO \$2,510.00 ITEM# 5 IS INCREASED FROM \$1,579.87 TO \$1,695.00 ITEM# 6 IS INCREASES FROM \$247.40 TO \$292.30

ITEM# 7 IS INCREASED FROM \$21.76 TO \$25.20 AND \$15.06 TO \$20.85 ITEM# 8 IS INCREASED FROM \$170.67 TO \$198.75 AND \$159.24 TO \$185.20

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

| By the STATE of VERMONT | By the CONTRACTOR |
|-------------------------|-------------------|
| Date: | Date: |
| Signature: | Signature: |
| Name: | Name: |
| | |
| Title: | Title: |
| Email: | Email: |